

Cooperation Agreement with M T A

THIS AGREEMENT made and entered into as of the 9<sup>th</sup> day of February, 1962 by and between BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the provisions of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, (hereinafter called "BRA"), and METROPOLITAN TRANSIT AUTHORITY, a body politic and corporate organized under the provisions of Chapter 544 of the Massachusetts Acts of 1947, as amended (hereinafter called "MTA").

WITNESSETH THAT:

WHEREAS, BRA has undertaken surveys and plans, and is preparing a land assembly and redevelopment plan or an urban renewal plan, for an area in the City of Boston known as the Project Area of the Government Center Project (hereinafter called, respectively, "the Project Area" and "the Project"); and

WHEREAS, BRA is presently engaged in certain activities in connection with its undertaking and carrying out of the Project, including the acquisition of real property, relocation of occupants of acquired property, demolition and site clearance; and

WHEREAS, such surveys and plans and activities and the further execution of the Project have been and will be carried out with financial assistance from the Housing and Home Finance Agency of the Federal Government under Title I of the Housing Act of 1949, as amended; and

WHEREAS, some of the real property within the Project Area is presently occupied by certain transit facilities of MTA above, at and below ground level (hereinafter sometimes called "MTA



facilities"), including in particular the so-called Scolly Square, Adams Square and Haymarket Square stations, subway connecting said stations and related installations; and the Project and maximum opportunity for redevelopment, rehabilitation and conservation of the Project Area require and will require that a portion of said real property presently occupied by MTA facilities be acquired and cleared by BRA at the earliest possible date, to wit, the real property presently occupied by said Adams Square station, the sections of northbound subway which extend from said Scolly Square station to said Adams Square station and thence to a point (south of said Haymarket Square station) near the intersection of said subway and New Congress Street, and related installations (which MTA facilities are hereinafter called "the Adams Square facilities"); and

WHEREAS, the Adams Square facilities are a link in a vital portion of the mass transportation system of the City of Boston and BRA can be granted the real property presently occupied by the Adams Square facilities (which real property is hereinafter called "the Adams Square property") and proceed with demolition and site clearance of the Adams Square property only after the Adams Square facilities have been relocated by the construction of operable substitute transit facilities (which construction is hereinafter sometimes called "relocation work"); and

WHEREAS, BRA and MTA therefore desire now to provide for necessary relocation work and simultaneously to provide also for the concurrent construction of certain improvements in MTA facilities and transit services within the Project Area which will be of



direct benefit to the Project Area and will contribute to the carrying out of the urban renewal objectives of the Project (which concurrent construction is hereinafter sometimes called "improvement work"), all generally in accordance with the revised report submitted on November 8, 1961 and dated October 6, 1961 by Colonel S.H. Bingham (Ret.) and entitled "Report on Reconstruction of Existing Rapid Transit Facilities of the Metropolitan Transit Authority in the Area of the Government Center Project, No. Mass. R-35, Boston, Massachusetts", which report is incorporated herein by this reference (and is hereinafter called "the Bingham Report");

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. MTA shall, as soon as possible after execution of this Agreement (unless BRA shall have previously made a contrary request to MTA), employ an engineering firm to prepare full and complete detailed plans and specifications for relocation work and improvement work in accordance with the Bingham Report. The contract of employment of such engineering firm shall be in the form annexed hereto, made a part hereof, and marked "A", and upon execution of such a contract MTA shall forthwith deliver to BRA at least three certified copies thereof. Upon request by BRA, MTA shall forthwith give notice of termination of such contract in accordance with the terms thereof, and in the event of MTA's delay in giving or failure or refusal to give such notice of termination, no cost or expense on account of such contract which would not have been incurred on account of such contract if such termination notice



had been given shall be included as an item of cost or expense to be reimbursed by BRA pursuant to paragraph 12 hereof.

2. From time to time during preparation of such detailed plans and specifications, MTA and said engineering firm will consult with BRA as may be necessary for efficient progress of the work. The full and complete set of detailed plans and specifications, together with detailed estimates of costs of construction in accordance therewith and predicated on abandonment of the Adams Square facilities on or before July 1, 1963 (if such a completion date appears possible), shall be submitted to BRA at least fifteen (15) working days prior to final acceptance thereof by MTA. Any structure to be constructed at or above ground level shall be designed so as to be architecturally and aesthetically acceptable to BRA. In addition, any requests, recommendations or suggestions with respect to such plans and specifications made by BRA at any time prior to final acceptance thereof by MTA shall be carefully considered and weighed together with other considerations. It is the intent of this agreement that plans will be developed to the mutual satisfaction of both parties. At least three certified full and complete sets of the detailed plans and specifications in the form accepted by MTA shall be furnished to BRA.

3. (a) As soon as possible after the acceptance of detailed plans and specifications by MTA, MTA shall confer with BRA with respect to the carrying out of the relocation work and improvement work in accordance with such detailed plans and specifications by selection and employment of a responsible general construction contractor or contractors and such other responsible contractors



as may be desirable for necessary preliminary and incidental work and also with respect to the terms and conditions of each such employment (including the compensation to be paid for each phase of relocation work). At least fifteen (15) working days before the date on which MTA proposes to employ any such contractor or to enter into any contract for any such employment, MTA shall submit to BRA for consideration the terms and conditions of such employment (including the form of any such contract).

(b) Any change in any term or condition of any employment or contract referred to in paragraph 3(a) hereof (including any order for extra work pursuant to any such contract) shall, if practicable, be submitted to BRA not less than ten (10) working days before such change is to become effective. If for any reason such change is not submitted as aforesaid, it shall be submitted to BRA for consideration as early as practicable and shall be subject to disapproval by BRA at any time prior to final settlement pursuant to this Agreement if such change is not essential to the relocation work or if such change contravenes federal, state or local law; provided, however, that any change which when made reasonably appeared to the Chief Engineer of MTA necessary to be made immediately for safety or structural strength shall be deemed essential.

(c) Any employment of a ~~general~~ construction contractor shall be by a written contract. Such contract (both before and after any change referred to in subparagraph 3(b) hereof) shall contain an itemization of the compensation which itemization shall be in detail sufficient to enable BRA to determine the price agreed



in such contract for each item claimed by MTA to be reimbursible pursuant to paragraph 12 hereof and upon which itemization BRA and MTA shall agree before any construction work hereunder commences. Such contract shall further require such contractor to itemize in similar detail any requisition for payment submitted in accordance with such contract.

(d) BRA shall have the right to make reasonable additions to, deletions from or modifications of the terms and conditions of any employment or contract or change thereof referred to in subparagraph 3(a) or 3(b) hereof before such contract or change is executed by MTA (1) if required by federal, state or local law or by the Housing and Home Finance Agency and (2) with respect to any matter bearing on cost of any item or items claimed by MTA to be reimbursible pursuant to paragraph 12 hereof. In addition, any request, recommendation or suggestion made by BRA at any time prior to MTA's entering into such employment or executing such contract or such change's taking effect (as the case may be) shall be carefully considered and weighed together with other considerations. At least three certified copies of any such contract in the form executed and of any such change in the form effective shall be furnished to BRA.

4. Upon request by BRA prior to the execution of any contract or taking effect of any employment or change referred to in subparagraph 3(a) or 3(b) hereof, MTA shall delay such execution or taking effect until further notice by BRA, and in the event of MTA's failure or refusal to delay such execution or taking effect



no cost or expense on account of such contract or employment or change which would not have been incurred on account thereof if such execution or taking effect had been delayed shall be included as an item of cost or expense to be reimbursed by BRA pursuant to paragraph 12 hereof. In the event that BRA, at any time prior to the execution by MTA of a general construction contract or contracts (notwithstanding the execution of any contract or contracts for surveys, engineering, test borings or other preliminary work), shall in its discretion, determine that it no longer deems the relocation work desirable for the Project, it may give written notice to that effect to MTA. MTA shall not be obligated after receipt of such notice to proceed with any further work hereunder, and BRA shall in no way be obligated to reimburse MTA for any further cost or expense except the costs and expenses (if any) incurred because of the termination pursuant to such notice of any contract which contract was duly executed prior to such notice.

5. MTA shall cause the relocation work and improvement work to be commenced at the earliest possible date and thereafter to be prosecuted diligently in a good and workmanlike manner in accordance with the purposes of this Agreement, and shall seasonably give all necessary notices and make all necessary applications, all so that operable substitute facilities to replace the Adams Square facilities, in temporary or permanent form, are available sufficiently early to permit the abandonment of the Adams Square facilities on or before July 1, 1963, and so that all



relocation work and improvement work within the Project Area is completed on or before February 1, 1964. However, if MTA be delayed at any time or times in the performance of its obligations hereunder due to any act or neglect of BRA (including any request or notice pursuant to paragraph 4 hereof or any delay by BRA in granting property interests duly requested pursuant to paragraph 6(a) hereof or in performing work for which BRA is responsible pursuant to paragraph 6(b) hereof) or due to any other unforeseeable cause beyond its control and without its fault or negligence (including acts of God or of the public enemy or of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, force majeure or delay of contractors or subcontractors due to such causes), then the times for performance hereunder shall be extended accordingly for such period or periods as shall be reasonable in all the circumstances; provided that MTA shall, within ten (10) days after the beginning of such delay, have given BRA notice in writing of such delay and of the cause or causes thereof.

6. (a) BRA shall, upon written request by MTA before any construction work hereunder commences and from time to time thereafter as may be necessary, grant to MTA, by appropriate instruments, such temporary or permanent underground and/or surface easements or other interests in property in the Project Area (to the extent such property is, at the time of such request, owned by BRA and cleared or otherwise amenable to MTA's proposed



use thereof) as may be reasonably required by MTA for the construction, maintenance and operation of any necessary temporary substitute for the Adams Square facilities and the new transit facilities described in the Bingham Report. MTA agrees for itself, its successors and assigns, that any easements or other interests in property in the Project Area granted to MTA shall be devoted to and only to the uses for which the same shall have been granted, and the use thereof shall not be restricted or affected in any manner upon the basis of race, religion, creed, color or national origin or ancestry; the covenants contained in the foregoing clause of this sentence shall run with the land and shall be contained in substance in any instrument granting such easement or other interests.

(b) BRA shall be responsible for the demolition of buildings and structures in the Project Area to the level of the surface of the surrounding ground, but BRA makes and will make no representation or warranty with respect to the condition of any of the land, subsurface conditions or the suitability of any of the land for any particular purpose. BRA shall give due consideration to the needs of MTA (insofar as known to BRA) in BRA's formulation and execution of its plans and programs for the Project Area so as not to impede relocation work or improvement work and so as to facilitate the fulfillment of the time schedules contemplated by paragraph 5 hereof.

(c) BRA will furnish to MTA all necessary survey data, topographical, property and all other plans and miscellaneous



data requested by MTA which BRA has available, including the surveys being made by Whitman & Howard, Inc.

7. (a) MTA shall make every reasonable effort to avoid any interference with BRA's plans and programs for the Project Area (including BRA's relocation of residents and business concerns and demolition and removal of structures) and to minimize (so far as the Chief Engineer of MTA, after consultation with BRA, in his opinion deems practicable) any interruption or reduction in permitted use of Scollay Square, Washington Street and Hanover Street by surface vehicular traffic during the progress of relocation work and/or improvement work. MTA shall also actively cooperate with utility companies and the engineer of the City of Boston with respect to any interruption or reduction in usability of any street or any interruption or impairment of utilities or City facilities or services by or in connection with relocation work and/or improvement work and with BRA with respect to the exact location of the critical point where the relocation work nearest approaches the site of the new City hall.

(b) BRA shall, and shall bind any relevant contractor or redeveloper to, (1) proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of the MTA facilities known as the Washington Street tunnel and the Tremont Street subway (including said Tremont Street subway as the same is altered hereunder but not including any property after such property has been transferred to BRA pursuant to paragraph 11 hereof) and (2) for this purpose actively cooperate with MTA with respect to any work above or adjacent to said tunnel or subway. MTA shall, upon written request by BRA, execute and



deliver such instruments as may be appropriate to grant such property rights as MTA may have and as may be reasonably required by BRA for construction, maintenance and enjoyment of improvements in the Government Center Project Area above or adjacent to said tunnel or subway; provided, however, that such instruments shall require that the Chief Engineer of MTA shall be satisfied that the structural support of such improvements is designed in conformity with the foregoing sentence of this subparagraph (b).

(c) BRA shall do nothing to interfere with the operation and use of the Adams Square facilities until such facilities are abandoned by MTA pursuant to paragraph 11 hereof.

8. (a) MTA shall, from time to time and at least as often as monthly, make written reports to BRA concerning the progress and status of the work.

(b) All relocation work and improvement work, and the records and accounts of MTA with respect to costs and expenses in connection therewith, shall be subject to inspection at any and all reasonable times by representatives of BRA, the City of Boston and the United States of America. All such records and accounts shall be kept and preserved and shall be at any and all reasonable times available for copying and/or audit by such representatives.

9. All applicable laws, ordinances, codes, and regulations shall be complied with at all times in the course of work hereunder, and MTA shall cause appropriate safety precautions to be observed and safety measures to be taken during the course of such work.

10. MTA shall make, or cause to be made, prompt payment of all money due and owing to all persons, firms and corporations



doing any work, furnishing any materials or supplies or renting any equipment to MTA or any of its contractors or subcontractors in connection with any work hereunder. MTA shall further indemnify BRA and hold it harmless from any and all loss, expense, damages or claim for damages (except any such loss, expense, damages or claim caused by negligence or fault of BRA or any of its contractors or subcontractors) which arises out of any work hereunder or any injury (including death) of any person or persons or any damage to property (except such injury or damage caused by negligence or fault of BRA or any of its contractors or subcontractors) which (a) occurs on any property used exclusively by MTA or any of its contractors or subcontractors or (b) is caused by negligence or fault of MTA or any of its contractors or subcontractors or caused in the performance of any work hereunder.

11. As soon as operable substitute MTA facilities, either temporary or permanent, are available and may lawfully be used by MTA, MTA shall abandon transit service over the Adams Square facilities or any portion thereof as shall have been replaced by such substitute MTA facilities. Upon the abandonment of transit service over the Adams Square facilities or such portion thereof, MTA shall forthwith transfer and release to BRA all of its right, title and interest in the Adams Square property or such portion thereof as is involved in such abandonment.

12. (a) It is understood and agreed that certain of the work hereunder constitutes relocation work within the meaning of the second paragraph of Section 26V of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, and BRA is therefore required



to reimburse MTA for the cost and expense of relocation work. BRA hereby agrees to pay to MTA that portion of all costs incurred by MTA in connection with this Agreement which it is required to reimburse by reason of said Section 26V, and MTA agrees to bear the remaining portion of such cost.

(b) It is further understood and agreed that costs and expenses of work which by reason of its nature cannot with substantial accuracy be attributed to (1) the class of work the cost of which is reimbursable by BRA pursuant to paragraph 12(a) hereof (hereinafter called "reimbursable work") or (2) a class of work the cost of which is not thus reimbursable (hereinafter called "non-reimbursable work") or (3) in ascertainable part to reimbursable work and in ascertainable part to nonreimbursable work, such as preparation of detailed plans and specifications pursuant to paragraph 1 hereof, surveys and test borings, and overhead, general conditions and general job items (which work is hereinafter called "apportionable work") shall be divided as follows: BRA shall pay to MTA an amount which is the same proportion of the total costs of apportionable work as the total costs of reimbursable work (not including any apportionable work) is a proportion of the total costs of reimbursable work and nonreimbursable work (not including any apportionable work) (which proportion is hereinafter called "the reimbursement ratio").

(c) As soon as possible after submission to BRA of the terms and conditions of any proposed employment or contract or of



a change pursuant to paragraph 3 hereof, BRA shall advise MTA as to what portions or items of the work pursuant to said employment, contract or change BRA deems to be reimbursable work, nonreimbursable work or apportionable work. From time to time thereafter BRA and MTA shall make every reasonable effort to determine by mutual agreement what portions or items of such work are reimbursable work, nonreimbursable work or apportionable work.

(d) If MTA desires that BRA reimburse it pursuant to paragraphs 12(a), 12(b) and 12(c) hereof for MTA employee time and expenses and/or for amounts paid to independent contractors in connection with professional or technical services other than such services pursuant to contracts referred to in paragraph 1 or paragraph 3(a) hereof, MTA shall submit detailed budgets of such employee time and expenses and such services anticipated and the estimated cost thereof. One such budget, including all such employee time and expenses and such services in connection with planning and design and other preparatory work prior to the commencement of any construction work hereunder, shall be submitted to BRA not later than thirty (30) days after the date of execution of this Agreement. A second such budget, including all other such employee time and expenses and such services for which MTA desires that BRA reimburse it shall be submitted to BRA prior to the execution of any contract for construction work hereunder. Reimbursement for any employee time or expenses or amounts paid for such services not anticipated by the budgets submitted as



aforesaid shall be conclusively deemed to have been waived unless (1) incurred in connection with an unforeseeable and essential change in the work which is not disapproved by BRA pursuant to paragraph 3(b) hereof, or (2) mutually agreed upon by BRA and MTA. Cost of MTA employee time shall be determined by pro-  
ration of the salary of employees concerned and of the expense to MTA of pension, Blue Cross-Blue Shield and accident, health and life insurance contributions, workmen's compensation insurance and social security taxes on account of such employees. Except as provided in the foregoing sentence, none of MTA's overhead shall in any event be reimbursed.

13. (a) MTA shall submit monthly requisitions to BRA, specifying in detail (according to the itemization agreed upon pursuant to paragraph 3(c) hereof) the work performed hereunder during the preceding month which MTA contends to be reimbursable work or apportionable work and the actual itemized costs and expenses incurred by MTA therefor; each such requisition shall be accompanied by a certificate of the Chief Engineer of MTA that such requisition is accurate and that the costs alleged in such requisition to be costs of reimbursable work or apportionable work are, in his opinion, attributable to reimbursable work or apportionable work (as the case may be). Each such requisition shall also indicate the nonreimbursable work performed hereunder during such preceding month.

(b) BRA shall on or before the fifteenth day after receipt of each requisition pay to MTA eighty-five percent (85%)



of the sum of (1) the costs (according to such requisition) of reimbursable work and (2) the costs (according to such requisition) of apportionable work multiplied by the reimbursement ratio, plus four per cent (4%) of any portion of said sum which is comprised of costs incurred pursuant to the contract referred to in paragraph 1 hereof; provided, however, that for purposes of this subparagraph 13(b) (including computation of the reimbursement ratio for such purposes) BRA will determine whether work is reimbursable work, nonreimbursable work or apportionable work on the basis of a mutual agreement pursuant to subparagraph 12(c) hereof or (in default of such agreement) on the basis of the Bingham Report.

(c) Within thirty (30) days after the final completion of all work hereunder, any underpayment or overpayment by reason of the proviso to subparagraph 13(b) hereof shall be adjusted and BRA shall pay to MTA the balance of all sums required to be paid by BRA to MTA by reason of subparagraphs 12(a) and 12(b) hereof.



14. (a) It is understood and agreed that the fair value of the Adams Square property (not including the building owned by MTA and numbered 11 Scollay Square) and the other property interests being transferred by MTA to BRA pursuant to paragraphs 7(b) and 11 hereof is equal to the fair value of the real property interests being transferred by BRA to MTA pursuant to paragraph 6(a) hereof. Accordingly no payment to either party shall be made on account of any such transfer.

(b) MTA may remove any track, equipment, materials or other severable property which it desires (which track, equipment, materials and property desired by MTA are hereinafter called "salvage") from the Adams Square property, unless such removal damages or threatens damage to or impairs the support of adjacent property or the surface above the Adams Square property, upon and only upon the following terms and conditions: All salvage within or affixed to that part of the Adams Square property proposed to be occupied by the new city hall shall be listed on a written schedule delivered by MTA to BRA on or before March 31, 1963; and BRA shall, forthwith after abandonment of said station pursuant to paragraph 11 hereof, remove or cause to be removed all salvage listed on said schedule and make the same available at a mutually convenient place for asportation by MTA. Any salvage within or affixed to any other part of the Adams Square property may be removed by MTA at any time within ninety days after such abandonment of such part of the Adams Square property. The fair net salvage value of salvage asported or removed by MTA as aforesaid shall be credited against amounts payable by BRA to MTA pursuant to subparagraphs 13(b) and 13(c) hereof.



15. If, in the performance of this Agreement, there is any underpayment of salaries by any contractor or subcontractor, there shall be withheld from the contractor or subcontractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed for and on account of the contractor or subcontractor to the respective employees to whom they are due.

16. There shall be no discrimination against any employee who is employed on any work hereunder, or against any applicant for employment on such work, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. No member of the governing body and no other officer, employee, or agent of BRA or MTA who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

18. No member of the governing body of the City of Boston, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains, shall



have any personal interest, direct or indirect, in this Agreement.

19. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

20. (a) MTA shall include or cause to be included in any contract or subcontract covering any work hereunder (including professional or technical services in connection herewith) a clear definition of the character, extent and scope of work or services to be performed, a statement of the maximum compensation or reimbursement to be paid (or, in the case of legal services involving litigation, an estimate thereof), and terms and conditions which are in substance the same ("MTA" being substituted for "Local Public Agency") as the terms and conditions set forth in Urban Renewal Administration form H-621B (for contracts for professional or technical services) or in "General Conditions Part II" of the form of General Specifications in Urban Renewal Administration form H-673 (in the case of any other contract). Any such contract or subcontract shall be in writing and shall conform to federal, state and local law. In addition, to the extent that MTA intends to claim or claims reimbursement for employee time and expenses pursuant to subparagraph 12(d) hereof, MTA itself shall be bound as "the Contractor" by said terms and conditions in said form H-621B or said form H-673 (as may be appropriate).

(b) MTA shall furnish to BRA such affidavits and other documents or forms executed by contractors or subcontractors as



may be requested by BRA.

(c) BRA shall be named as one of the obligees of any payment or performance bond furnished to MTA in connection with any work hereunder.

21. Except as otherwise provided in specific paragraphs hereof, (a) any notice, statement or other communication required or permitted to be given hereunder by either party to the other shall be sufficient if in writing and mailed by certified mail addressed to, or delivered in hand to, the General Manager or the Chief Engineer of MTA or the Development Administrator of BRA (as the case may be), and (b) whenever approval or other action by either party is required or permitted to be given or taken hereunder, a representation by the General Manager of MTA in a writing addressed to BRA that such approval has been or is given or such other action has been taken by MTA or a representation by the Development Administrator of BRA in a writing addressed to MTA that such approval has been or is given or such other action has been taken by BRA shall be for the purposes hereof conclusive evidence to such addressee of the facts so represented.

22. Anything to the contrary hereinbefore notwithstanding, MTA shall not be obliged to enter into any construction contract, or to commence or cause to be commenced any construction work hereunder unless and until BRA shall have advised MTA that provisions for payment substantially as contained in paragraph 13(b) hereof have received any necessary approval by the Housing and Home Finance Agency. Any delay by MTA caused by BRA's not having



so advised MTA shall be deemed for the purposes of paragraph 5 hereof to be due to act or neglect of BRA.

WITNESS the execution hereof as of the day and year first above written.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

ATTEST: s/ Robt E. Litke

By s/ E. J. Logue

(SEAL)

METROPOLITAN TRANSIT AUTHORITY

ATTEST: \_\_\_\_\_

By s/ Wm E. Ryan

NAME: \_\_\_\_\_

31

(DATE)

RECEIVED BY THE DIRECTOR

NAME: \_\_\_\_\_

31

(DATE)

RECEIVED BY THE DIRECTOR

NAME: \_\_\_\_\_

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